



PHILIP L. BROWNING
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

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November 12, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF A FUNDING AGREEMENT WITH LOS ANGELES COUNTY
CHILDREN AND FAMILIES FIRST-PROPOSITION 10 COMMISSION (FIRST 5 LA) TO FUND
NINE PARTNERSHIPS FOR FAMILIES CONTRACTS
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval for a funding agreement with Los Angeles County Children and Families First-Proposition 10 Commission (First 5 LA) to fund the extension of nine existing Partnership for Families (PFF) contracts administered by First 5 LA from January 1, 2015 through June 30, 2016 using State Realignment Funds. The purpose of this Agreement is to prevent a lapse in PFF services while DCFS completes a solicitation for new PFF contractors to continue the program by the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Chief Deputy Director of DCFS, or her designee, to execute a funding agreement substantially similar to Attachment A with First5 LA to fund the extension of nine existing Partnership for Families (PFF) contracts being administered by First 5 LA from January 1, 2015 potentially through June 30, 2016 using \$15,999,468 in State Realignment Funds.
2. Delegate authority to the Chief Deputy Director of DCFS, or her designee, to extend the funding agreement with First 5 LA on an automatic month-to-month basis, at a monthly cost of \$888,859, for the period July 1, 2016 through December 31, 2016 until new County contracts for PFF services are executed.

3. Delegate authority to the Chief Deputy Director of DCFS, or her designee, to execute amendments to this agreement for changes to the terms and conditions as needed and any increases or decreases to the maximum annual agreement sum not to exceed 10 percent, when such a change is necessitated by additional and necessary services, provided sufficient funding is available. The approval of County Counsel will be obtained prior to executing such amendments and the Director or his designee will notify the Board and the CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions are to avoid a lapse of service in the PFF Program and allow the County sufficient time to procure new County contracts for PFF services to replace the First 5 LA contractors. The PFF Program was first implemented by First 5 LA in 2006 as a countywide effort to prevent child abuse and maltreatment through strengthening families. This approach mitigates risk through the enhancement of the Five Protective Factors Framework developed by the Center for the Study of Social Policy in Washington, D.C.

The PFF Program provides direct services to strengthen families, and also promotes organization building for the agencies which serve families, and community building for the communities in which the children reside. PFF is a voluntary program of abuse prevention that targets two specific populations: (1) pregnant women who have risk factors for child maltreatment, such as previous domestic violence, substance abuse, depression, and other behaviors, and (2) high-risk and very-high-risk families referred by DCFS with at least one child age 5 and under in the household. Evaluations conducted on the program so far reveal a high success rate for children in the program as of 2011, with only 39% of children receiving intensive services requiring re-referrals, compared to 52% of children who received no services.

First 5 LA, a public non-profit corporation, has funded PFF contractors since 2006, but does not have the funding to continue the program beyond December 31, 2014, due to declining revenues from its State Proposition 10 (tobacco tax) funding. Without funding from the County, the contracts will end and valuable services to the community will be lost.

The second recommendation ensures continued funding in the event that DCFS' Request for Proposals (RFP) is not completed by June 30, 2016. The time to complete an RFP varies according to program and especially the number of applicants. The re-release of the RFP for PFF and the Family Preservation Program is expected to draw approximately 150 or more applicants. The continued funding on an automatic month-to-month basis would ensure that a brief delay would not cause a lapse in the PFF Program after so many efforts to preserve the program have been made.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan's Goal #5, Children's and Families' Well-Being: Strategy 3 – Safety and Survival to enhance the ability of children to live in safe, stable, and nurturing families. The recommended actions will ensure continuation of safety for children in high-risk families in need of protection from abuse, neglect and distress, as measured by the achievements in four out of six outcome areas adopted by the Board related to good health, economic well-being, safety and survival, and social and emotional well-

being.

FISCAL IMPACT/FINANCING

The total 18-month Maximum Contract Amount for the funding agreement with First 5 LA will be \$15,999,468, using 100% State funds (State Realignment Funds). This amount will include \$5,333,156 for the period January 1, 2015 through June 30, 2015, and \$10,666,312 for July 1, 2015 through June 30, 2016. The \$15,999,468 includes an administrative overhead cost of 4.3%. Automatic month-to-month extensions after July 1, 2016, if necessary, are to ensure that County PFF contracts replace the First 5 LA without a lapse in service, would require expenditures of \$888,859 per month in additional State Realignment Funds, which includes 4.3% for administrative costs for First 5 LA. The extension beyond July 1, 2016 is included as a fail-safe to ensure there is no lapse in service after considerable efforts have been made in selecting contractors.

Funding for the PFF Program is included in the Department's FY 2014-15 Adopted Budget, and will be included for subsequent fiscal years in the Department's future budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

First 5 LA is a public non-profit corporation established in 1998 after California voters approved Proposition 10, an effort to fund health, safety and early education programs for children prenatal to age 5 through revenue from taxes on tobacco products. A local First 5 commission was created in each of California's 58 counties to administer Proposition 10 funds, which are allocated based on each county's birth rate. First 5 LA's mission is to increase the number of Los Angeles County children ages 0 to 5 who are physically and emotionally healthy, ready to learn, and safe from harm. The PFF Program is one avenue through which First 5 LA has attempted to fulfill its mission. First 5 LA has worked closely with children's organizations in the County, including DCFS, to implement the PFF Program. The County intended to take over the PFF Program with new County contractors beginning July 1, 2014, but the cancellation of the SCSF RFP made necessary a re-release of the RFP, which will take approximately 18 months to complete and select contractors for the program. First 5 LA has declining funds from Proposition 10 and will continue funding the program until December 31, 2014. A lapse in service would be disastrous for the program because of the loss of specialized and trained personnel, an interruption of services to families, and a general loss of program momentum that would result in the event of termination of funding.

The County can ensure preservation of the program until County contractors are selected by entering into a funding agreement with First 5 LA to fund existing contractors for the additional 18 months, from January 1, 2015 through June 30, 2016.

A sole source contract is justified by the Los Angeles County Board of Supervisors Policy Manual, Policy #5.100 Sole Source Contracts, which allows for sole source contracts when there is an emergency situation where quick action is required. The Sole Source Justification Form attached to this Board letter (Attachment B) has been reviewed and approved by the Chief Executive Office (CEO).

The California Department of Social Services has been notified on October 8, 2014 via written notice of our plans to use State Realignment Funds.

The funding agreement with First 5 LA has been reviewed by the CEO. The agreement has been

reviewed and approved by County Counsel.

CONTRACTING PROCESS

The funding agreement with First 5 LA is made necessary by the need to avoid an interruption in services in the PFF Program. The Sole Source Justification is included as an attachment to this Board letter.

CONTRACTOR PERFORMANCE

First 5 LA will be required to maintain and monitor their contracts with nine agencies for the provision of PFF services. They monitor the agency's performance targets through quarterly reports and site visits, as needed. First 5 LA reports that there are no outstanding issues with its PFF contractors. Contract monitoring will be performed by DCFS, including an evaluation of invoices and onsite monitoring as necessary for fiscal, administrative, and service delivery performance. First 5 LA will be required to file periodic reports on the performance of its nine contractors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The agreement with First 5 LA will assure the continuance of the PFF Program until new County contractors can be selected to continue the program. Continuance of the PFF Program will allow current families and children in the program to continue to be served, as well as other high-risk and very-high-risk families identified by DCFS as in need of the program, contributing toward the critical goal of lessening incidents of child abuse and neglect throughout Los Angeles County.

CONCLUSION

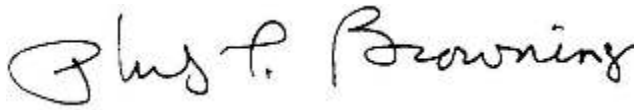
Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted Board letter and two executed copies of the agreement with First 5 LA to the Department of Children and Family Services.

The Honorable Board of Supervisors

11/12/2014

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Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

Director

PLB:CMM:EM

LTI:EO:rd

Attachments

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**FUNDING AGREEMENT WITH FIRST 5 LA
For Continued Funding of the Partnerships for Families Program**

THIS AGREEMENT is made and entered into this ____ day of _____, 2014.

BY COUNTY OF LOS ANGELES, the Department of Children and Family Services (DCFS), a body corporate and politic, and a subdivision of the State of California, hereinafter referred to as "County,"

AND Los Angeles County Children and Families First Proposition 10 Commission, a California nonprofit corporation, hereinafter referred to as "First 5 LA"

WITNESSETH:

WHEREAS, the County and First 5 LA have a mutual interest in assuring the continuing and success of the Partnerships for Families (PFF) Program to reduce child abuse and neglect and maltreatment in the geographical County; and

WHEREAS, First 5 LA has funded the PFF Program since 2006 but can no longer continue such funding after December 31, 2014 due to its declining tax revenues; and

WHEREAS, First 5 LA is willing to continue the administration and management of the PFF Program including nine contracts with local agencies, for 18 additional months, from January 1, 2015 through June 30, 2016, with possible month-to-month extensions thereafter until County PFF contracts are effective; and

WHEREAS, the County is willing to provide a grant to First 5 LA to fund the extension of First 5 LA's nine contracts in order to avoid a lapse in services and ensure the continuance and success of the PFF Program while DCFS procures new contracts for these services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

A. Approved Funding and Costs

1. The County agrees to pay First 5 LA the amount of \$15,999,468 (hereinafter referred to as "County Funds"), of which 4.3% of the total amount (\$687,977) may be used to support First 5 LA's administrative oversight and management of the PFF Program providing integrated services and activities designed to service community-referred at-risk pregnant women and DCFS-referred high-risk to very-high-risk families with closed DCFS CPHL referrals. The remainder of the County Funds or \$15,311,491 will be used by First 5 LA to fund Contracts for PFF services from local agencies, including \$5,103,830 for the period January 1, 2015 through June 30, 2015 and \$10,207,661 for the period July 1, 2015 through June 30, 2016. In the event that the agreement

term as defined in Section B below is extended on an automatic month-to-month basis after June 30, 2016, additional County Funds will be granted to First 5 LA on a per-month basis in the amount of \$888,859, including \$850,638 for payments to contractors and \$38,221 for administrative oversight and management.

2. County Funds may be used by First 5 LA to pay PFF contractors and for payment of costs associated with the day-to-day administrative oversight and management of the PFF Program, including but not limited to: monitoring for contract compliance, technical reviews of grantees, reviewing and approving grantee invoices, data gathering for performance outcome monitoring, and administrative support staff costs to deliver PFF services and supports. First 5 LA has submitted a Line Item Budget for the period January 1, 2015 through June 30, 2016, which is attached hereto and made a part of this agreement.
3. The County Funds will be paid to First 5 LA based on quarterly invoices submitted by First 5 LA for quarterly payments in arrears not to exceed \$15,999,468 for the period January 1, 2015 through June 30, 2016 and based on monthly invoices for monthly payments in arrears not to exceed \$888,859 per month for the period July 1, 2016 through December 31, 2016 until County PFF contracts are in place. The quarters shall include:

January 1, 2015 through March 31, 2015;
April 1, 2015 through June 30, 2015;
July 1, 2015 through September 30, 2015;
October 1, 2015 through December 31, 2015;
January 1, 2016 through March 31, 2016; and
April 1, 2016 through June 30, 2016; and

In the event that this agreement is extended by the County past June 30, 2016, invoices shall be filed monthly in arrears for the following periods until First 5 LA is notified in writing by the County that the agreement is terminated:

July 1, 2016 through July 31, 2016;
August 1, 2016 through August 31, 2016;
September 1, 2016 through September 30, 2016
October 1, 2016 through October 31, 2016;
November 1, 2016 through November 30, 2016; and
December 1, 2016 through December 31, 2016.

4. First 5 LA shall invoice the County quarterly in arrears, and monthly in arrears after June 30, 2016, at the actual costs incurred in conformance with the Line Item Budget, and in the format prescribed by the County (i.e., personnel, employee benefits, supplies and

expenses, equipment, travel, subcontracts, and indirect costs). Payment requests shall be sent to:

Rogelio Tapia, Manager
Financial Operations Division
Department of Children and Family Services
425 Shatto Place, Suite 205
Los Angeles, California 90020

The County shall make a good faith effort to pay invoices within two weeks of receipt.

B. Agreement Term

The term of this agreement is from January 1, 2015 through June 30, 2016. The County shall have the option to extend this agreement on an automatic month-to-month basis thereafter for up to six months through December 31, 2016 until County notifies First 5 LA that the agreement is terminated.

C. The Program

1. County Funds shall be used as funding for First 5 LA's PFF contractors, including those listed in Exhibit A, and for First 5 LA's administrative oversight and management of the PFF Program. Nothing in this Agreement shall be construed as an approval by the County of First 5 LA's implementation of PFF activities, regardless of the source of funding for the program.
2. The mutual goal of First 5 LA and the County is to manage and maintain the operation of the PFF Program designed to provide services to community-referred at risk pregnant women and DCFS referred high to very risk families with closed DCFS referrals for the term of the agreement. First 5 LA and the County shall endeavor to achieve and maintain a program providing services to meet the needs of the PFF target population, including but not limited to:

Case Management
Concrete Services for Emergency Basic Family Needs
Intensive Services for Special Family Needs: Domestic Violence, Mental Health, Substance Abuse
Family Supports including Access to Safe, Affordable, High Quality Early Care and Education
Referrals/Linkages to Auxiliary Community Supports
Capacity Building
Performance Monitoring and Accountability

3. Any physical changes to County facilities that are funded pursuant to this Agreement are subject to approval by the County.
4. First 5 LA shall require that all persons employed be paid not less than applicable prevailing wage rates in accordance with California Labor Code section 1771.
5. First 5 LA and the County agree that the liability of the County hereunder shall be limited to the payment of the County Funds pursuant to the terms of this Agreement. Any contracts entered into or other obligations or liabilities incurred by First 5 LA in connection with the activities provided for hereunder or otherwise relating to this Agreement shall be the sole responsibility of First 5 LA and the County shall have no obligation or liability whatsoever thereunder.

D. Reports & Monitoring

First 5 LA will submit to DCFS Quarterly Reports that include measureable, observable, and attainable objectives including: (1) Outcomes –Changes in health/mental health status, developmental status, attitudes, behaviors, knowledge, skills, practices, or policies; (2) Outputs- The direct result of activities and typically expressed as the number or scope of services and/or products that are delivered or produced; and/or, (3) Major Deliverables-Tangible products that are submitted in fulfillment of contract requirements.

First 5 LA will be responsible for ensuring its contractors are in programmatic compliance and meeting performance targets. Financial compliance shall be assessed to ensure appropriate spending habits and to ensure the funds are being used towards achieving the goals of the program.

E. Indemnification and Insurance

1. Indemnification

First 5 LA agrees to indemnify defend and hold harmless the County, its agents, officers, employees, and volunteers (County Indemnitees) from and against any and all liability, actions, causes of action, or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with First 5 LA activities, operations or services provided for hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of First 5 LA by any person pursuant to this Agreement except for such loss or damage arising from the

sole negligence or willful misconduct of the County. In the event any dispute exists as to nature of County Indemnitees' conduct with respect to any loss or damage referenced above, Contractor shall defend County Indemnitees until such dispute is resolved by final judgment."

2. General Insurance Provisions

Without limiting First 5 LA's indemnification of County, and in the performance of this agreement and until all of its obligations pursuant to this agreement have been met, First 5 LA shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections II and III of this agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon First 5 LA pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect First 5 LA for liabilities which may arise from or relate to this Contract.

2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under First 5 LA's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to First 5 LA' policy expiration dates. The County reserves the right to obtain complete, certified copies of any required First 5 LA and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of First 5 LA identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand

(\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by First 5 LA, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

Marilynne Garrison, Division Chief
Community Based Support Division
Department of Children and Family Services
425 Shatto Place, 5th Floor
Los Angeles, California 90020

and

Leticia Torres-Ibarra, Division Manager
Contracts Administration Division
Department of Children and Family Services
425 Shatto Place, 4th Floor
Los Angeles, California 90020

- First 5 LA also shall promptly report to County any injury or property damage accident or incident, including any injury to a First 5 LA employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to First 5 LA. First 5 LA also shall promptly notify County of any third party claim or suit filed against First 5 LA or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against First 5 LA and/or County

2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under First 5 LA's General Liability policy with respect to liability arising out of First 5 LA ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of First 5 LA's acts or omissions, whether such liability is attributable to First 5 LA or to the County. The full

policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

2.3 Cancellation of or Changes in Insurance

First 5 LA shall provide County with, or First 5 LA's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

2.4 Failure to Maintain Insurance

First 5 LA's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to First 5 LA, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from First 5 LA resulting from said breach.

2.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

2.6 First 5 LA's Insurance Shall Be Primary

First 5 LA's insurance policies, with respect to any claims related to this agreement, shall be primary with respect to all other sources of coverage available to First 5 LA. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any First 5 LA coverage.

2.7 Waivers of Subrogation

To the fullest extent permitted by law, First 5 LA hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. First 5 LA shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

2.8 Subcontractor Insurance Coverage Requirements

First 5 LA shall include all subcontractors as insureds under First 5 LA's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. First 5 LA shall be responsible for verifying each subcontractor's compliance with the Required Insurance provisions herein, and shall require that each subcontractor name the County and First 5 LA as additional insureds on the subcontractor's General Liability policy. First 5 LA shall obtain County's prior review and approval of any subcontractor's request for modification of the Required Insurance.

2.9 Deductibles and Self-Insured Retentions (SIRs)

First 5 LA's policies shall not obligate the County to pay any portion of any First 5 LA deductible or SIR. The County retains the right to require First 5 LA to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing First 5 LA's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this agreement. First 5 LA understands and agrees it shall maintain such coverage for a period of not less than three (3) years following agreement expiration, termination or cancellation.

2.11 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

2.12 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

3. **INSURANCE COVERAGE**

3.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Each Occurrence: \$1 million

3.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of First 5 LA's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If First 5 LA will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to First 5 LA's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

3.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

3.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

3.6 Property Coverage:

If, under the terms of this agreement, First 5 LA or its subcontractor(s) shall have possession of rented or leased or be loaned any County-owned real or personal property, First 5 LA or its subcontractor(s) shall provide:

- (1) For Real Property: insurance providing Special form ("all risk") coverage for the full replacement value.

- (2) For Personal Property: Insurance providing Special form ("all risk") coverage for the actual cash value.

3.7 CRIME COVERAGE

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor or sub-contractor, and apply to all of Contractor's and or sub contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

F. CONFLICT OF INTEREST

First 5 LA covenants that neither First 5 LA nor any of its agents, officers, its employees, or subcontractors who presently exercise any function of responsibility in connection with the program has personal interest, direct or indirect, in the Agreement, except to the extent he may receive compensation for his or her performance pursuant to this Agreement.

First 5 LA, its agents, officers, employees, and subcontractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

First 5 LA warrants that it possesses legal authority to execute the proposed program, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of First 5 LA's governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of First 5 LA to act in connection with the program specified and to provide such additional information as may be required by the County.

G. OSHA/CAL-OSHA COMPLIANCE

First 5 LA shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 661 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

H. SUSPENSION AND TERMINATIONS

First 5 LA agrees to suspend any expenditure of county funds for program operations for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County Project Director. This provision will be applied if, in the judgment of the County Project Director, circumstances exist which could result in illegal or inappropriate expenditures of

program funds. The County may terminate this Agreement or any part hereof by giving fifteen (15) days' notice to First 5 LA.

The County Director of the Department of Children and Family Services or his/her designee may terminate this Agreement immediately by written notice to First 5 LA upon First 5 LA's failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the County determine that First 5 LA's failure to perform relates to only part of the services First 5 LA is performing, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, County shall pay to First 5 LA for all allowable budgeted costs actually incurred by First 5 LA prior to the effective date of such termination less payments paid by County for such services.

If this Agreement is terminated, First 5 LA shall within five (5) days of receipt of notice of termination from County, notify all other parties in writing who are subcontractors of First 5 LA of such termination.

Payment shall be made upon the filing with the County, by First 5 LA, of a voucher(s) evidencing the time expended and the cost incurred. Said vouchers must be filed with the County no later than thirty (30) days of date of said termination.

I. COUNTY LOBBYISTS

First 5 LA and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by First 5 LA, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the part of First 5 LA or any County lobbyist or County lobbying firm retained by First 5 LA to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

J. USE OF RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, First 5 LA agrees to use recycled-content paper to the maximum extent possible on the Project.

K. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

First 5 LA shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

L. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should First 5 LA require additional or replacement personnel after the effective date of this Agreement, First 5 LA shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meets the First 5 LA's minimum qualifications for the open position. The County will refer GAIN participants by job category to First 5 LA.

M. FIRST 5 LA' ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

First 5 LA acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. First 5 LA understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at First 5 LA's place of business. County's District Attorney will supply First 5 LA with the poster to be used.

N. FINANCIAL RECORDS

1. First 5 LA agrees to maintain satisfactory financial accounts, documents, and records of this expenditure of County Funds and to make them available to the County for auditing and inspection at reasonable times. First 5 LA also agrees to retain such financial accounts, documents, and records for five (5) years following the June 30, 2016 termination of this Agreement.
2. First 5 LA agrees to use a generally accepted accounting system. First 5 LA also agrees to maintain, and make available for County inspection, accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. At any time during the term of this Agreement or at any time within five (5) years of the June 30, 2016 expiration date or prior termination of this Agreement, authorized representatives of the County may conduct an audit of First 5 LA's records for the purpose of verifying appropriateness and validity of expenditures of County Funds under the terms of this Agreement.
4. First 5 LA, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.
5. First 5 LA will provide the County's Director, Department of Children and Family Services within one hundred twenty (120) days after the June 30, 2016

termination date of the agreement, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.

6. It is understood and agreed that any funds paid to First 5 LA hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to First 5 LA hereunder have been used for purposes other than those authorized by this Agreement, First 5 LA is required to immediately refund any such improperly used funds to the County.

O. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

County: Marilynne Garrison, Division Chief,
Community Based Support Division
Department of Children and Family Services
425 Shatto Place, 5th Floor
Los Angeles, California 90020

First 5 LA: Kim Bleche, Executive Director
First 5 LA
750 N. Alameda Street, Suite 300
Los Angeles, CA 90012

P. NONDISCRIMINATION

First 5 LA shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the County Funds paid to First 5 LA pursuant to this Agreement.

Q. SEVERABILITY

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

R. COMPLIANCE WITH LAW

First 5 LA shall comply with all applicable Federal, State and County law, regulations and policies in connection with its activities pursuant to this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Children and Family Services and the First 5 LA has caused this Agreement to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of First 5 LA warrants under penalty of perjury that he or she is authorized to bind First 5 LA in this Agreement.

COUNTY OF LOS ANGELES

By _____
Fesia A. Davenport
DCFS Chief Deputy Director
Date _____

First 5 LA

By _____
Kim Bleshe
Executive Director
Date _____

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
John F. Krattli, County Counsel

By _____
David Beaudet, Senior Deputy County Counsel

EXHIBIT A

First 5 LA's Current PFF Contractors

Children's Bureau of Southern California

The Help Group

SPIRITT Family Services

Para Los Ninos

St. John's Child and Family Development Center


SHIELDS for Families

Bienvenidos Children's Center

South Bay Center for Counseling

Southern California Indian Center

ATTACHMENT B

Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
X	➤ Quick action is required (emergency situation). First 5 LA will stop funding Partnership for Families Program (PFF) effective 12/31/14 due to no available funding. DCFS intends to take over the services provided under the Partnership for Families Program to continue with this viable service is Los Angeles County.
	➤ Proposals have been solicited but no satisfactory proposals were received.
X	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. First 5 LA's contracts would expire and program integrity and specially trained staff would disappear before the County could replace the current contractors and services. The PFF portion of the Request for Proposals (RFP) has been rebid. It is expected that the new contracts for PFF will be in place, effective July 1, 2016.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
X	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc. It is in the County's best interest to avoid loss of the PFF Program through a lapse in service due to the County's obligation to protect children from abuse, neglect, and maltreatment
	➤ Other reason. Please explain:
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div data-bbox="131 1381 950 1558">  Deputy Chief Executive Officer, CEO </div> <div data-bbox="950 1381 1468 1558"> 10/27/14 Date </div> </div>	